

The file contains two documents. The first document, Pages 1 and 2, represents the non-disclosure statement that should be incorporated into the contract. The second document, page 3, is the actual non-disclosure statement for the individual to sign. These two documents serve to bind both the corporate entity and the individual to the requirement not to disclose.

SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION

In the course of performing this contract, the Contractor may be or has been given access to or entrusted with Source Selection Information (as defined in Federal Acquisition Regulation (FAR) 3.104), other sensitive Government data such as data identified as "Business Sensitive," and/or data belonging to or marked or considered as "proprietary" (e.g., restrictive legend per FAR 52.215-1). Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to herein as "the data"). Any data which is derived from, based on, incorporates, includes or refers to data shall be treated as Source Selection, Business Sensitive or proprietary data and shall be subject to the terms of this special contract requirement.

This Special Contract Requirement implements Defense FAR Supplement (DFARS) 252.204-7000, "DISCLOSURE OF INFORMATION."

As a condition to receiving access to the data, the Contractor shall: (1) prior to having access to proprietary data, obtain the agreement of the applicable person or entity to permit access by the Contractor to such data; (2) use the data solely for the purpose of performing duties under this contract; (3) not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any employee of the Contractor unless and until such person has executed a copy of the individual non-disclosure agreement at Attachment 1 to this order, (4) not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity (including, but not limited to any subcontractor, joint venture, affiliate, successor or assignee of the Contractor), unless the Contracting Officer (and any company claiming the data as proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement similar to that at Attachment 1 to this order; (5) establish safeguards to protect such data or software from unauthorized use or disclosure; and (6) indoctrinate its personnel who will have access to the data as to the restrictions under which access is granted. Any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates this special contract requirement or non-disclosure agreement.

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the data and any data that is derived from, based upon, incorporates, includes or refers to the data. When the Contractor's need for such data ends, the data shall be returned promptly (within 10 business days) to the appropriate

Government Program personnel. However, the obligation not to discuss, disclose, release, reproduce or otherwise provide or make available such data, or any portion thereof, shall continue, even after completion of the contract. Any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement, of which the company or any employee is or may become aware, will be reported promptly (within one business day) to the Contractor's Program Manager, who will inform the Program Contracting Officer within five business days of receiving the report.

U.S. MARINE CORPS NON-DISCLOSURE AGREEMENT (INDIVIDUAL)

In the course of performing Contract/order # _____, I may be given access to or entrusted with Source Selection Information (as defined in Federal Acquisition Regulation (FAR) 3.104), other sensitive Government data such as data identified as "Business Sensitive," and/or data belonging to or marked or considered as "proprietary" (e.g., restrictive legend per FAR 52.215-1). Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to herein as "the data").

As a condition to receiving access to the data, I will not discuss with, disclose, release, reproduce or other wise provide or make available the data, or any portion thereof, to any employee of _____ unless and until such person has executed a copy of this individual non-disclosure agreement. I also will not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity (including, but not limited to any subcontractor, joint venture, affiliate, successor or assignee of the Contractor), unless the Contracting Officer (and any company claiming the data as proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement similar to that at Attachment to the subject contract. Furthermore, I agree to safeguard the data and to use the data solely for the purpose of performing duties under the subject contract. Any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to me or _____.

Appropriate restrictive legends will be included by me on any copies and reproductions made of all or any part of the data and any data that is derived from, based upon, incorporates, includes or refers to the data. I agree that these obligations not to use, discuss, disclose, release, reproduce or otherwise provide or make available the data continue, even after completion of the contract and/or my employment with _____. I will promptly (within one business day) report to my Program Manager any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement of which I am now or may become aware. I agree that when the USMC or my employer determines that my need for such data no longer exists or my employment with _____, ends, I shall return such data promptly (within five business days) to my Program Manager.

PRINTED NAME: _____ POSITION/TITLE: _____

SIGNATURE: _____

DATE: _____